

NEW APPLICATION
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DOCKET NO. T-01051B-01-0220

DOCKET NO. T-03406A-01-0220

March 5, 2001

BY HAND DELIVERY

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

AZ CORP COMMISSION
DOCUMENT CONTROL

2001 MAR -9 P 4:12

RECEIVED

Re: In the Matter of the Application of Qwest Corporation for Approval of the Sixth Amendment to the Wireline Interconnection Agreement with Eschelon Telecom of Arizona, Inc. f/k/a Advanced Telecommunications, Inc.

Dear Madam or Sir:

Please find enclosed an original and ten (10) copies of the Sixth Amendment to the Local Wireline Interconnection Agreement between Qwest Corporation ("Qwest") and Eschelon Telecom of Arizona, Inc. ("Eschelon") f/k/a Advanced Telecommunications, Inc.

The Amendment is made in order to modify Part A, Section 40 of the underlying Agreement with respect to Collocation and Collocation Augments. The Arizona Corporation Commission approved the underlying Agreement between Qwest and Eschelon April 28, 2000 in Docket Nos. ~~T-01051B-00-0109~~ and ~~T-03406A-00-0109~~, Decision No. 62489. Enclosed is a service list for this docket.

Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

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FENNEMORE CRAIG

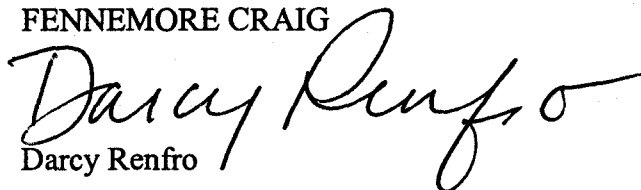
Docket Control

March 5, 2001

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Sincerely,

FENNEMORE CRAIG


Darcy Renfro

Enclosures

cc: Dennis Ahlers, Senior Attorney
Eschelon Telecom, Inc.
Deborah Scott, Director, ACC Utilities Division
Lyn Farmer, Chief Hearing Officer, ACC Hearing Division

PHX/DRENFRO/1154979.1/67817.179

1 SERVICE LIST FOR: Qwest Corporation
Docket No. T-01051B-00-0109 and T-03406A-00-0109

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Arizona Corporation Commission
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Phoenix, Arizona 85007

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**SIXTH AMENDMENT TO AGREEMENT FOR
LOCAL WIRELINE NETWORK INTERCONNECTON
AND SERVICE RESALE**

**BETWEEN
ESCHELON TELECOM OF ARIZONA, INC.
F.K.A. ADVANCED TELECOMMUNICATIONS, INC.
AND
QWEST CORPORATION
F.K.A. U S WEST COMMUNICATIONS, INC.
ARIZONA**

2001 MAR -7 P 4: 12

AZ CORP COMMISSION
DOCUMENT CONTROL

This Sixth Amendment ("Amendment") is made and entered into by and between Eschelon Telecom of Arizona, Inc. ("Eschelon") f.k.a. Advanced Telecommunications, Inc. and Qwest Corporation ("Qwest") f.k.a. U S WEST Communications, Inc.

RECITALS

WHEREAS, Eschelon and Qwest entered into that certain Interconnection Agreement for service in the state of Arizona which was approved by the Arizona Corporation Commission on April 28, 2000, (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to include new intervals for collocation and collocation augments under the terms, conditions, and rates contained herein, and to amend the Agreement as follows;

NOW THEREFORE, the Parties agree to the following:

1. DESCRIPTION OF AMENDMENT AND MODIFICATIONS:

Part A of the Agreement, Section 40, Collocation, as reflected in Amendment No. 3, is amended to add a new subsection 40.22 as follows:

40.22 Collocation and Collocation Augments

Subject to compliance with each of the applicable terms and conditions identified in paragraphs A. 1 through 4 below, and notwithstanding other intervals for collocation, the construction interval for physical collocation (both caged and cageless) shall be forty-five (45) days, and the construction interval for collocation augments shall be thirty (30) days, subject to Exhibit A (attached). The construction interval shall begin upon receipt by Qwest of Eschelon's signed quote and down payment.

A. In order for Qwest to construct the requested caged and cageless services within the stipulated intervals, Eschelon must provide an annual forecast, updated quarterly, containing the information described below (a "Collocation Forecast") to Qwest in advance of placing orders for the requested services. A Collocation Forecast must include, at a minimum, the following:

- Month each application will be sent
- Earliest targeted in-service date of each application
- The Central Office(s), by common name for each Application
- Collocation type for each application
- For each Physical Collocation Application, the approximate Square Footage required
- For each Cageless or Virtual Collocation, number of bays/panels required
- For each Cageless or Virtual Collocation, a high-level listing of the equipment to be installed
- The number of amps required for each application
- Total number of DSO, DS1, DS3, OCN, finished services and Terminations for each application
- Heat dissipation of equipment to be installed

- Type of Terminations required for each level of connection. For new collocations indicate the numbering requested on each block or panel (100 count increments, 24 count increments, etc.), and projected timing of use and quantity for terminations.

1. If the order was not included in the Cageless or Caged Collocation Forecast, or if any of the required information contained in paragraph A, above, related to Caged or Cageless collocation, is missing, the interval(s) for the application will default to the usual contract interval within the Interconnection Agreement.
2. If Qwest fails to meet the 45-day construction interval for a Caged or Cageless collocation site despite the criteria in paragraph A. above, having been met (and the order has been forecasted), then Qwest will waive one month's recurring charge for that Caged or Cageless collocation site. Notwithstanding the foregoing, no charges will be waived if the installation interval is delayed due to building expansion, HVAC or power requirements, or customer reasons.
3. Qwest will include Alternate Point of Termination (APOT) information availability in the ready for service (RFS) criteria. The initial view of the APOT will be available 15 days prior to the RFS date, with the final view available one day prior to the RFS date. POTS finished services availability on the RFS date will be included in the RFS criteria, if POTS finished services are ordered coincident with the collocation application. All other finished services ordered concurrently with a collocation site, will be provided under the normal interval for that finished service after the RFS date.
4. Eschelon must provide a forecast that includes the following information, if available: the termination types and whether the termination types are the same as the existing per service level, or if different, what numbering is requested on the block or panel (100 count increments, 24 count increments, etc.).

- B. If Qwest misses the 30-day collocation augment interval, Qwest will waive one month's recurring charge associated with the collocation augment. Qwest and Eschelon will also work together to improve collocation augmentation performance. The Parties will meet at least once within thirty (30) days following the end of the year to implement the program described in this paragraph B. Specifically, the Parties will work cooperatively to develop an analysis of the root-cause of collocation augmentation delays, specifically investigating issues that either of the Parties believes to be a potential cause of any collocation augmentation delays. Upon the completion of that analysis, the Parties will work jointly and in good faith to develop a service program, with customer-specific remedies, using the results of the analysis to reduce or eliminate collocation augmentation delays.

1. If Eschelon requests and Qwest commits to allocate the collocation space based on forecasts, Eschelon will pay Qwest a non-refundable deposit equal to fifty percent (50%) of the nonrecurring charge for augmentations as well as cageless and caged collocations.

- C. The Feasibility and Quote Process Interval for caged and cageless physical collocation and collocation augmentations under this paragraph shall be 21 calendar days.

- D. Notwithstanding the requirements in this Amendment, Eschelon and Qwest will work together to schedule and stagger implementation on a state-by-state basis for orders for collocations and augments in excess of fifty (50) collocation applications and/or collocation augments for any one month.

2. Effective Date.

This Amendment shall be deemed effective upon approval of the Amendment by the Commission; however, the Parties agree to implement the provisions of this Amendment upon its execution.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

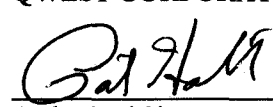
The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below.

**ESCHELON TELECOM OF
ARIZONA, INC.**



Authorized Signature
J. Jeffery Oxley
Vice President & General Counsel

QWEST CORPORATION



Authorized Signature
Pat H. Hoyer
Director Wholesale Markets
11/06/00

EXHIBIT A

Collocation Augmentation

This matrix is broken down by type of equipment/installation augmentation.

This matrix provides for 30 calendar days construction interval associated with augmentation orders.

An assumption is made in this matrix that the Feasibility and Quote Process Interval can be reduced to current contract specific time-frame of 21 calendar days which is currently the best interval Qwest offers for these two combined processes to any Co-Provider.

<u>Change Type</u>	Can Be Completed in 30 Day Construct Interval	Can Not Be Completed in 30 Day Construct Interval	If No, Anticipated Interval
POI Utility Hole		X	120
Entrance Facility			
Increase in # of Fiber Spliced	X		
Decrease in # of Fiber Spliced	X		
AC Power			
Adding Essential Power		X	90
Deleting Essential Power	X		
Increase in AC Outlets	X		
Request for Additional Lighting	X		
Change in Entrance Facility Type			
Change from Shared Fiber to Express Fiber		X	90
Change from Express Fiber to Shared Fiber		X	90
Change from Entrance Facilities to Finished Services (Provided the Facilities Exist)	X		
DC Power			
Increase in Current		X	90
Decrease in Current	X		
Increase to Two A&B Feeds		X	90
Decrease to One A&B Feeds	X		
Caged Physical Enclosure			
Increase in Sq. Ft.	X		
Decrease in Sq. Ft.	X		

<u>Change Type</u>	Can Be Completed in 30 Day Construct Interval	Can Not Be Completed in 30 Day Construct Interval	If No, Anticipated Interval
Bays for Cageless Physical			
Increase in # of Bays (Assuming Space is Available)	X		
Decrease in # of Bays	X		
Interconnection Distribution Frame (ICDF)			
Increase Terminations (Assuming Space is Available on Existing Frames)	X		
Decrease Terminations	X		
Request that Qwest Provide Tie Cable	X		
Change in Collocation Type			
Caged Physical to Cageless Physical		X	90
Caged Physical to Virtual		X	90
Virtual to Cageless Physical		X	90
Additional Equipment Requiring Power, Space, or HVAC			
Change in Central Office Equipment Requiring Additional Power		X	90
Change in Central Office Equipment Requiring Additional Space		X	90
Change in Central Office Equipment Requiring Additional HVAC		X	90
Security			
Deleting from List	X		
Additions to List	X		
Synchronization		X	90
Eliminating Synchronization	X		
Adding Time Equipment		X	90